

A. G. Contract No. KR94 0490TRN
ECS File No.: JPA 94-44
Project: H3670 09C
Section: SR-260

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF PINETOP-LAKESIDE

THIS AGREEMENT is entered into 21 APR 11, 1994,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
TOWN OF PINETOP-LAKESIDE, acting by and through its MAYOR and
TOWN COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the Town.

3. To comply with the Americans with Disabilities Act of
1990, the State provides funds to local governments to
construct or contract improvements on sidewalks along State
highways which will provide improved handicapped access to
pedestrian facilities, or remove barriers which may impede the
disabled. The Town has requested funds to construct such
improvements on State Route 260 in the Town, hereinafter
referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>18529</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>04/21/94</u>
<u>Richard Mahoney</u> Secretary of State
By <u>Vicky Greenwood</u>

II. SCOPE OF WORK

1. The State will:

a. Provide the Town with State standard Project design plans. Review standard design exceptions and provide comments as appropriate.

b. Within thirty (30) days after receipt and approval of an invoice, advance the Town \$15,000.00, or reimburse the Town for the reasonable direct actual cost of the Project, in a total amount not to exceed \$15,000.00.

2. The Town will:

a. Provide the State with standard design exceptions for review and comment. Incorporate State review comments. Be responsible for design and construction of the Project.

b. Construct the Project with its own forces, or, call for bids and award one or more construction contract(s) for the Project. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation. Insure required State construction permits are obtained, and as applicable, comply with State procurement laws. Notify the State upon completion.

c. Upon completion, approve and accept the Project as complete and provide maintenance.

d. Invoice the State for the reasonable direct actual cost of the Project, or in an amount not to exceed \$15,000.00.

III. MISCELLANEOUS PROVISIONS

1. The primary interest of the Department of Transportation in the Project is to convey funds for the use and benefit of the Town by reason of state and federal law under which funds for the Project are authorized to be expended.

2. The Town agrees to indemnify and save harmless the State, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the Town of any of the provisions of this agreement.

3. Should the Project not be completed or be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract or commencement of performance under this agreement, upon thirty (30) days written notice to the other party.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Town of Pinetop-Lakeside
Town Manager
1360 N. Niels Hansen Lane Box 10
Lakeside, AZ 85929


10. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

TOWN OF PINETOP-LAKESIDE

STATE OF ARIZONA

Department of Transportation

By 
LARRY VICARIO
Mayor

By 
PETER L. ENO
Contract Administrator

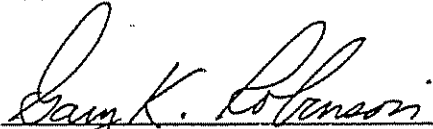
ATTEST

By 
LESLEE WESSEL
Town Clerk

RESOLUTION

BE IT RESOLVED on this 4th day of March 1994, that I, the undersigned, LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Pinetop-Lakeside for the purpose of defining responsibilities for the construction of wheelchair ramps along SR-260 in the Town.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for: LARRY S. BONINE
Director

TOWN OF PINETOP-LAKESIDE

RESOLUTION NO. 94-347

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PINETOP-LAKESIDE, ARIZONA, APPROVING AND AUTHORIZING THE INTERGOVERNMENTAL AGREEMENT, A.G. CONTRACT NO. KR94 0490TRN, AGREEMENT NO. JPA 94-44 WITH THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION.

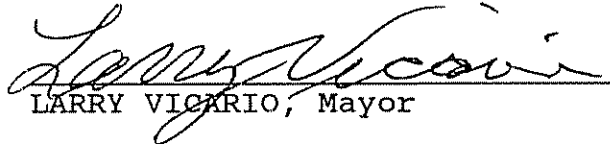
WHEREAS, Intergovernmental Agreement, A.G. Contract No. KR94 0490TRN, Agreement No. JPA 94-44 will facilitate compliance with the Americans with Disabilities Act of 1990 by providing for the construction of improvements along the State Highway 260 to provide improved handicapped access to pedestrian facilities, or remove barriers which may impede the disabled, and

WHEREAS, the Town of Pinetop-Lakeside is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement, and

WHEREAS, the Town Council is in agreement with the terms and conditions of said Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona, that they approve the Intergovernmental Agreement, A.G. Contract No. KR94 0490TRN, Agreement No. JPA 94-44 with the State of Arizona Department of Transportation and authorize the Mayor to sign said agreement.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Pinetop-Lakeside, Arizona, this 7th day of April, 1994.


LARRY VICARIO, Mayor


ATTEST:


LESLEE M. WESSEL, Town Clerk

APPROVAL OF THE PINETOP-LAKESIDE TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF PINETOP-LAKESIDE and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 23rd day of MARCH, 1994.



Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR94-0490-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 14th day of April, 1994.

GRANT WOODS
Attorney General

A handwritten signature in black ink, reading "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8365G